

TYRE INSURANCE

1. Understanding your insurance cover

Please read this **policy** carefully to make sure **you** know exactly what **your** insurance covers. If **you** think there is a mistake or **you** need to make changes, **you** should notify the **Administrator** immediately. Failure to provide correct information or inform **us** of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

This **policy** is a contract between **you** and **us**, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **us** on request.

The **Administrator** is responsible for arranging and administering **your policy**. If **you** have any queries about **your policy**, or wish to make changes, please contact the **Administrator** using the details provided in the **schedule**.

Words in bold typeface in this **policy**, other than in the headings, have specific meanings attached to them as set out in Section 2 of this **policy**.

We have supplied this **policy** and other information to **you** in English and **we** will continue to communicate with **you** in English.

2. Definitions

Certain words in the **policy** have particular meanings wherever they appear. Defined terms will be bold when used. The words and their meanings are given below. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase which is not defined will have its ordinary meaning.

Accidental damage	means sudden and unforeseen damage;
Administrator	means the company responsible for arranging and administering this policy , as stated in the schedule ;
Associates	means our subsidiary, parent and or associated companies;
Claims limit	means the maximum number of claims for repairs to or replacements of your tyre(s) during the period of insurance , as stated in the schedule .
Class one business use	means driving to and from your usual place of work, as well as driving to other sites, but not including commercial use (such as deliveries), or door-to-door selling;
Data controller	means us , the insurer of this policy , who determines the purposes and means of processing your personal data;
E-mark	means the European recognised quality mark for tyres;

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End date	means the date your insurance cover ends, as stated in the schedule ;
Endorsement	means an amendment to the policy after the start date , as agreed by you and us and evidenced in writing;
Incident	means the event which gives rise to accidental damage or malicious damage ;
Malicious damage	means deliberate and intentional damage caused by a third party;
Period of insurance	means the period as shown in the schedule from the start date up to the end date ;
Policy	means this document, the schedule and any endorsements ;
Premium	means the amount that you have agreed to pay us in respect of your insurance cover in accordance with the terms of this policy ;
Repairer	means a company authorised by us to carry out a repair to your tyre(s) ;
Schedule	means the document titled schedule that includes your name and address, the vehicle covered under this insurance, the premium and taxes and is incorporated in your policy and accepted by us ;
Start date	means the date this insurance cover commences as shown in the schedule ;
Territorial limits	means the area in which this insurance cover is effective being the United Kingdom;
Tyre Wear & Tear	means where a tyre has reached the end of its normal working life due to age, usage, defective steering, tyre imbalance or lack of maintenance or where the tread is less than 2mm across the full width of the tyre ;
Tyre(s)	means any tyre fitted to your vehicle plus the spare, including winter tyres (run-flat tyres are included if noted in the schedule);
Vehicle	means the vehicle described in the schedule;
We, us, our	means Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218);
You, your, insured	means the person whose name appears as the insured in the schedule .

3. Eligibility

- 3.1 **You** are eligible for this insurance cover if:
- you** are resident in England, Scotland, Northern Ireland or Wales at the **start date** and remain so throughout the **period of insurance**;
 - you** are at least 18 years of age;
 - you** hold a full UK driving licence;
 - your vehicle** is insured for social, domestic and pleasure purposes only, including commuting and traveling to and from a place of work or **class one business use**;

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- 3.2 You are eligible for this insurance cover provided that the **vehicle** is not:
- (a) a light commercial vehicle, delivery vehicle, panel van or a vehicle exceeding 3,500kg;
 - (b) a motorcycle, scooter, three wheeled vehicle, kit-car or quad bike;
 - (c) a caravan or motor home, trailer or boat;
 - (d) a vehicle used for hire or reward (for example taxis, self-drive hire or driving schools) or delivery courier;
 - (e) a vehicle used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial;
 - (f) a vehicle used or any purpose in connection with the motor trade.

4. What you are covered for

Subject to the terms and conditions of this **policy** and the **claims limit**, we will repair or make a contribution towards the replacement of a **tyre** that sustains **accidental damage** or **malicious damage** during the **period of insurance**.

In the event of a puncture to a **tyre**, the maximum we will pay to repair **your tyre** is £50 including VAT.

If the **accidental damage** or **malicious damage** to **your insured vehicle** cannot be repaired by the designated **repairer**, we will at **our** discretion provide a contribution no higher than the **claims limit** towards the cost of repairs carried out by a VAT-registered garage, subject to proof of payment being received.

In the event of multiple cases of **accidental damage** or **malicious damage** being caused by the same **incident**, each repair or replacement will constitute a separate claim towards the **claims limit**.

5. What you are not covered for

- 5.1 You are not covered for damage:
- (a) that cannot be defined as **accidental damage** or **malicious damage**;
 - (b) to alloy wheels;
 - (c) that occurs outside the **period of insurance**;
 - (d) caused by **tyre wear and tear**;
 - (e) caused by **tyre** imbalance, defective steering or defective suspension;
 - (f) caused by the faulty manufacture or design of a wheel or **tyre**;
 - (g) caused by a road traffic accident or where **your vehicle** is a total write-off;
 - (h) caused by improper use of **your vehicle**, incorrect **tyre** pressure or wheel misalignment;
 - or
 - (i) to **tyres** that do not carry the E-mark.
- 5.2 You are not covered for:
- (a) claims in excess of the **claims limit** stated in the **schedule**;
 - (b) claims relating to any vehicle that is not the **vehicle** stated in the **schedule**;
 - (c) the theft of your **tyre(s)**;
 - (d) **accidental damage** or **malicious damage** covered by any other insurance policy, warranty or guarantee;
 - (e) costs related to the disposal of **tyres**;
 - (f) any repair work carried out without prior written authorisation from **us**;
 - (g) any costs **you** incur whilst the **tyre** is being repaired;
 - (h) **accidental damage** or **malicious damage** reported to **us** more than 30 days after the **incident**;
 - (i) **accidental damage** or **malicious damage** caused outside the **territorial limits** or repairs required outside mainland United Kingdom;
 - (j) claims directly or indirectly caused by or contributed to or arising from ionizing radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the

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combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

- (k) claims directly or indirectly caused by or contributed to or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

5.3 Notwithstanding any provision to the contrary within this **policy**, this **policy** excludes any Cyber Loss. For the purpose of this exclusion:

- (a) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
- i. the use or operation of any Computer System or Computer Network;
 - ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - iii. access to, processing, transmission, storage or use of any Data;
 - iv. inability to access, process, transmit, store or use any Data;
 - v. any threat of or any hoax relating to (i) to (iv) above;
 - vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.
- (b) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by **you** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- (c) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the net-worked computing devices to exchange Data.
- (d) Data means information used, accessed, processed, trans-mitted or stored by a Computer System.

6. General conditions

The following conditions apply to the whole of **your policy**. **You** must keep to its terms and conditions. If **you** do not keep to these conditions, **we** may cancel this **policy**, refuse or withdraw from any claim, claim back from **you** costs paid by **us** during your claim or do all of the above.

- 6.1** If **your tyre(s)** suffer **malicious damage** **you** must report the **incident** to the Police and obtain a crime reference number.
- 6.2** **You** must take all reasonable steps to prevent any loss or damage.
- 6.3** **We** shall not be liable for any loss in relation to a **vehicle** in which **you** do not have an insurable interest at the time of the loss. If more than one person has an insurable interest in the **vehicle**, **we** will pay up to the amount that represents **your** insurable interest in the **vehicle**.
- 6.4** **You** must allow the **us** or the **repairer** access to inspect **your vehicle** if it is the subject of a claim.
- 6.5** **We** reserve the right to settle **your** claim in cash in lieu of arranging a repair of **tyre(s)**.
- 6.6** The **policy** will automatically terminate if:
- (a) **you** dispose of or transfer ownership of **your vehicle** to a third party and **you** do not inform **us** prior to the disposal or transfer;

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- (b) **you** cease to be resident in the United Kingdom;
- (c) the number of claims **you** have made reaches the **claims limit**.

- 6.7** **You** shall not assign or turn over any right of interest in regard to the **policy** without **our** written consent.
- 6.8** **We** will not pay if **you** have a loss which is covered under any other insurance policies unless the cover provided by those policies is exhausted.
- 6.9** If **we** have been unable to collect the **premium** on the date it is due, **we** will assume that **you** do not want to continue with **your policy** unless **you** tell **us** otherwise, and **we** may cancel **your policy** on that date. Before **we** do, **we** will write to **you** in order to give **you** the opportunity to make the payment, but **we** hold on to the right to cancel if **you** do not make the payment requested. If the **premium** remains unpaid by the date **we** set out in **our** letter, **we** will confirm in writing that **your policy** was cancelled on the date the missed payment was due. If **you** have made a claim, or one has been made against **you** before that date, then the balance of the year's **premium** will become payable.
- 6.10** **We** may at our own expense take such proceedings in **your** name as **we** may think fit to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **we** shall be or may become entitled or subrogated under this **policy**.
- 6.11** **You** must be honest in **your** dealings with **us** at all times. **We** will not pay a claim that is in any way fraudulent, false or exaggerated. If **you** or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:
- (a) **your policy** may be cancelled
 - (b) **we** may reject **your** claim and any subsequent claims
 - (c) **we** may keep any **premium** **you** have paid.
- We** have the right to cancel any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other policy **you** hold with **us**, **we** may cancel this **policy**.
- 6.12** The entire **policy** will be void if **you** have:
- (a) intentionally concealed or misrepresented any material fact or change;
 - (b) engaged in fraudulent conduct; or
 - (c) made false statements relating to this insurance.
- 6.13** This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of third parties) Act 1999.
- 6.14** This **policy** and the **schedule** together with any written statement or other information made or supplied by **you** relating to **your** insurance cover shall constitute the entire contract between **us**. The provisions of the contract are, where their nature permits, conditions precedent to **our** liability.
- 6.15** **We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 6.16** This **policy** shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

7. Changing your vehicle

- 7.1 **You** are able to transfer the unexpired portion of **your** insurance cover to a new vehicle if **you** sell **your vehicle**, subject to **our** written agreement.
- 7.2 The first transfer is free of charge, subsequent transfers will be subject to a transfer fee of £35 as stated in the **schedule**. If the new vehicle does not meet the eligibility requirements of this insurance, the transfer will be declined and any transfer fee paid will be refunded. If the transfer is declined, **you** have the right, under Section 9 of this **policy**, to cancel the remaining cover.
- 7.3 All transfer requests must be made within 30 days of the date of sale of **your vehicle**. **You** cannot transfer **your** insurance cover if a claim or an incident that may give rise to a claim has occurred.

8. Making a claim

Should **you** need to make a claim, please call **us** on 0345 040 5975.

All claims are handled by Acasta Europe Limited which acts as **our** intermediary in the UK. Acasta Europe Limited is authorised and regulated by the Financial Conduct Authority (FCA) (Firm Ref: 599391). Acasta Europe Limited is an agent of Acasta European Insurance Company Limited and in the matters of a claim acts on behalf of Acasta European Insurance Company Limited.

For all claims please contact:

Acasta Europe Limited
4 Station Road
Cheadle Hulme
Cheshire
SK8 5AE

Tel: 0345 040 5975

Email: claims@acastaeurope.co.uk

If **you** have to make a claim, **you** must contact **us** as soon as **you** can and in any event within 30 days of the **incident**. **We** reserve the right to decline any claim if **you** fail to notify **us** within this time.

We will be unable to process **your** claim if **you** do not provide:

- (a) **your** personal and **vehicle** details;
- (b) full details of the damage;
- (c) confirmation that the damage falls within the definition of **accidental damage** or **malicious damage**;
- (d) digital photographs of the damage and documentation to support **your** claim, as requested by the claims handler.

We may request that **you** provide additional information which may be reasonably required by **us** to assess the validity of **your** claim.

We have access to a nationwide network of approved **repairers** who are familiar with **our** claims and billing procedures. **We** will recommend these repairers wherever possible. If a suitable approved **repairer** cannot be located **we** will agree a suitable alternative with **you**. Costs accepted for repairs in these circumstances will be no more than those charged by **our repairers**.

In some cases it may be necessary to send an independent consulting engineer to inspect **your vehicle** and the **tyre(s)** that are damaged, before **we** can authorise a repair or replacement. **We** will

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make every effort to ensure this happens without any delay or inconvenience to **you**, however **we** will not be liable for any losses **you** incur through any delay caused.

If **you** are not satisfied that the repair has been properly completed do not sign the release form and contact **us** immediately.

Emergency Tyre Repairs

In the event that **you** must repair or replace **your tyre(s)** in an emergency **you** must retain the damaged **tyre(s)** and receipts for **our** inspection.

9. Cancelling your policy

If this **policy** does not meet **your** needs and **you** wish to cancel the **policy**, please contact the **Administrator**.

If **you** cancel within 30 days of the **start date** or within 30 days of receiving **your** documents (whichever is the later), **we** will return any **premium you** have paid provided that no claims have been made during that time.

If **you** cancel after this 30 day period, **we** will refund the proportion of any **premium** paid for the remaining **period of insurance** less an administration fee of £35 as shown in **your schedule**, provided that **you** have not made any claim during the **period of insurance**.

We have the right to cancel **your policy** at any time by giving **you** 30 days' notice in writing where there is a valid reason for doing so. **We** will send our cancellation letter to the latest address **we** have for **you**. Valid reasons may include but are not limited to:

- (a) where **you** are required, in accordance with the terms of this **policy**, to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that substantially affects **our** ability to process **your** claim, or deal with **your policy**;
- (b) where there are changes to **your** circumstances which mean **you** no longer meet **our** eligibility criteria for providing insurance;
- (c) where **you** have used threatening or abusive behaviour or language or **you** have intimidated **our** employees or the **Administrator's** employees.

If **we** cancel **your policy**, **we** will return the **premium** paid less the amount for the period the **policy** has been in force.

10. Complaints

We always aim to provide a first class standard of service. However, if **you** are dissatisfied **you** should in the first instance contact the **Administrator** using the details shown in the **schedule** and quoting **your policy** number.

The **Administrator** is empowered to support **you** and will aim to resolve most issues within three working days, following receipt of **your** complaint. If the complaint cannot be resolved within three working days, the **Administrator** will contact **you** to let **you** know who will be dealing with it and what the next steps are. The **Administrator** will keep in regular contact with **you**.

If the **Administrator** cannot complete its investigations within 8 weeks of receiving **your** complaint or if **you** are unhappy with the response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. This is a free and independent service. Referring **your** case to the Financial Ombudsman Service will not affect **your** legal rights.

You can contact them by:

Email: complaint.info@financial-ombudsman.org.uk

Phone: 0800 023 4567

Writing to: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

You can visit the FOS website at www.financial-ombudsman.org.uk

11. Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations under this insurance, **you** may be entitled to compensation from the FSCS. Full details of the cover available can be found at www.fscs.org.uk.

12. Data Protection

We are the **data controller** for the data **you** provide to **us**. **We** need to use **your** data in order to provide **your** insurance.

We collect non-public personal information about **you** from the following sources:

- (a) **your** application or other forms;
- (b) **your** transactions with **us**, **our associates**, the **Administrator** or others; and
- (c) consumer reporting agencies.

You are obliged to provide information without which **we** will be unable to provide a service to **you**. Any personal information provided by **you** may be held by **us** in relation to **your** insurance cover. It may be used by **our** employees in making a decision concerning **your** insurance and for the purpose of servicing **your** cover and administering claims.

We and other organisations may use the information **you** provide to:

- (a) help make decisions on insurance proposals and insurance claims, for **you**;
- (b) trace debtors, recover debt, prevent fraud, and manage **your policy**;
- (c) check **your** identity to prevent money laundering.

Information may be passed to the **Administrator**, loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **you** from credit reference agencies, fraud prevention agencies and others to check **your** credit status and identity. The agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries. If **you** provide false or inaccurate information and **we** suspect fraud, **we** will record this.

We do not disclose any non-public personal information relating to **you** to anyone except as is necessary in order to provide **our** products or services to **you** or otherwise as it is required or permitted by law (e.g., a subpoena, fraud investigation, regulatory reporting etc.).

We restrict access to non-public personal information relating to **you** to **our** employees, **our associates**, our **associates'** employees, the **Administrator** or others who need to know that information to service **your policy**. **We** maintain physical, electronic, and procedural safeguards to protect **your** non-public personal information.

We process all data in the UK and Gibraltar but where **we** need to disclose data to parties outside these territories **we** will take reasonable steps to ensure the privacy of **your** data. In order to protect **our** legal position, **we** will retain **your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **your** data. Under GDPR legislation, **you** can ask **us** for a copy of the data **we** hold, have it corrected, sent to a third party or deleted (subject to **our** need to hold data for legal reasons). **We** will not make **your** personal details available to any companies to use for their own marketing purposes.

If **you** wish to complain about how **we** have handled **your** data, **you** can contact **us** and **we** will investigate the matter. If **you** are not satisfied with **our** response or believe **we** are processing **your**

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data incorrectly **you** can complain to the Information Commissioner's Office (ICO). **You** can contact them by:

Phone: 0303 123 1113

Writing to: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

You can visit the ICO website at www.ico.org.uk

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